

**United States Bankruptcy Court
District of Delaware**

**In re: W. R. Grace & Co., et al.,
Case No. 01-01139 et al. (Jointly Administered under Case No. 01-01139)**

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or **deemed filed** under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to **Rule 3001(e)(1)**, Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee:

**ETC Custodian FBO IRAs
As assignee of Herman G Protze**

Name of Transferor:

Herman G Protze

Name and Address where notices to transferee should be sent:

**ETC Custodian
FBO 109806 & 109595 IRAs
c/o Fair Harbor Capital, LLC
PO Box 237037
New York, NY 10023**

Court Claim # (if known): none
Amount of Claim: \$2,875.00
Date Claim Filed:

Name and Address of Transferor:

**Herman G Protze
1 Mill Street
Sherborn, MA 01770**

Phone: 212 967 4035
Last Four Digits of Acct #: n/a

Phone:
Last Four Digits of Acct. #: n/a

Name and Address where transferee payments should be sent (if different from above):

Phone: n/a
Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/Fredric Glass Date: October 6, 2010
Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

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**In re: W. R. Grace & Co., et al.,
Case No. 01-01139 et al. (Jointly Administered under Case No. 01-01139)**

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. none (if known)

was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on October 6, 2010.

Name of Transferee:

**ETC Custodian FBO IRAs
As assignee of Herman G Protze**

Name of Alleged Transferor:

Herman G Protze

**ETC Custodian
FBO 109806 & 109595 IRAs
c/o Fair Harbor Capital, LLC
PO Box 237037
New York, NY 10023**

Name and Address of Alleged
Transferor:

**Herman G Protze
1 Mill Street
Sherborn, MA 01770**

~DEADLINE TO OBJECT TO TRANSFER~

The transferor of claim named above is advised the this Notice of Transfer of Claim Other than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objection must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: _____

Clerk of the Court

United States Bankruptcy Court
District of Delaware

In re:	: Chapter 11
W. R. Grace & Co., et al.	: Case Nos. 01-01159 et al., (Jointly Administered Under Case No. 01-01159)
Debtor	: Amount \$3,583.94

PLEASE TAKE NOTICE that the undersigned claim of Lumbach, Inc. ("Transferor") against the Debtor(s) in the amount of \$1,583.94, as listed within Schedule P of the Schedule of Assets and Liabilities filed by the Debtor(s), and all claims (including without limitation the Proof of Claim, if any, identified below and Transferor's right to receive all interest, penalties, and payments that it may be entitled to receive on account of the assumption of any security contract or lease related to the claim and fees, if any, which may be paid with respect to the claim and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the claim(s) of Transferor have been transferred and assigned other than for security to Equity Trust Company custodian No 109393 - _____ and interest and Equity Trust Company custodian No 109606 IRA, 50% undivided interest ("Transferee") in consideration of the sum of \$1,583.94. The signature of the Transferee on this document is evidence of the transfer of the claim(s) and all rights and benefits of Transferor relating to the claim(s). The claim is based on amounts owed to Transferor by Debtor and this transfer shall be deemed an absolute and unconditional transfer of the claim(s) for the purpose of collection and shall not be deemed to create a security interest. Please note that Transferee is not obligated to file any application, motion, Proof of Claim or other document with the Bankruptcy Court with regard to your claim.

I, the undersigned Transferee of the above-described claims, hereby assign and transfer my claims and all rights thereunder to the Transferee upon terms as set forth in cover letter received. I represent and warrant that the claim is not less than \$3,583.94 and has not been previously objected to, sold, or assigned. Upon notification by Transferee, I agree to reimburse Transferee a pro-rata portion of the purchase price if the claim is reduced, objected to, or disallowed in whole or in part by the Debtor, the Court, or any other party and Transferee represents and warrants that there are no offsets or defenses or preferential payments that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

A Proof of Claim Filed in the amount of \$36,844.00 Has not (strike was) been fully and timely filed in the Proceedings, (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim submitted differs from the Claim amount set forth above, Transferee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Transforce is hereby deemed to sell to Transforce, and, at Transforce's option only, Transforce hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Transforce shall remit such payment to Transforce upon Transforce's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

2. the undersigned Transferee hereby assigns Transferee to file a notice of transfer pursuant to Rule 3001 (e) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Transferee performs its due diligence on the Claim. Thereafter, at its sole option, may subsequently transfer the Claim back to Transferee if due diligence is not satisfactory, in Transferee's sole and absolute discretion pursuant to Rule 3001 (e) of the FRBP. In no event Transferee transfers the Claim back to Transferee or withdraws the transfer, at such time both Transferee and Transferee release each other of all and any obligation or liability regarding this Assignment of Claim. Transferee hereby acknowledges and consents to all of the terms set forth in this Transfer of Claim and hereby waives (i) its right to raise any objection herein, and (ii) its right to receive notice pursuant to Rule 3001 (e) of the FRBP. Transferee hereby acknowledges that Transferee may at any time rescind the Claim, together with all right, title and interest of Transferee in and to this Transfer of Claim. All representations and warranties made herein shall survive the execution and delivery of this Transfer of Claim and any such re-assignment.

Other than stated above, Transferee assumes all risks associated with debtor's ability to distribute funds. Transferee agrees to deliver to Transferee any correspondence or payments received subsequent to the date Transferee signs this agreement. The clerk of the court is authorized to change the address regarding the claim of the Transferee to that of the Transferee listed below. If Transferee fails to negotiate the distribution check issued to Transferee on or before ninety (90) days after issuance of such check, then Transferee shall void the distribution check, the amount of cash attributable to such check shall be deposited in Transferee's bank account, and Transferee shall be automatically deemed to have waived its Claim.

This Transfer of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Transferee consents to and confers personal jurisdiction over Transferee by such court or courts and agrees that service of process may be upon Transferee by mailing a copy of said process to Transferee at the address set forth in this Assignment of Claim, and in any action hereunder Transferee waives the right to demand a trial by jury. Transferee acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Transferee has paid for the Claim, Transferee shall immediately remit to Transferee all moneys paid by Transferee in regard to the Claim and ownership of the Claim shall revert back to Transferee.

TRANSFEROR:

Print Name: Jack O. Kriley Title: Controller

Signature: David B. Kelley Date: 9-16-10
Updated Address (If Changed): _____
Phone: _____

TRANSFER:

Equity Trust Company
custodian for 10955 IRA, 50% unified interest and
Equity Trust Company
custodian for 10986 IRA, 50% unified interest
PO Box 237097
New York, NY 10023

Signature: [Signature]
 Equity Trust Committee

Jamie Reed